

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 99
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-05-R-0235		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2006AUG31	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-L ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2006SEP29 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> DONNA PONCE <b>E-mail address:</b> DONNA.S.PONCE@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4535
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	
				<b>18. Offer Date</b>	

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0235      MOD/AMD</p>	<p style="text-align: center;"><b>Page 2 of 99</b></p>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

1. This acquisition is restricted to the NTIB, U.S. and Canadian sources under the authority of 10 USC 2304(c)(3). Offerors are cautioned that the requirement must be manufactured in the United States or Canada and proposals must be submitted in U.S. dollars.

2. This Request for Proposal (RFP), W52P1J-05-R-0235, is for the manufacture, load, assemble, pack and delivery of 60mm M720A1, M768, M888 and 81mm M821A2, M889A1 and M889A2 High Explosive (HE) Mortar Cartridges.

3. This requirement shall be performed in accordance with the Statement of Work dated May 8, 2006, shown in Section C and other requirements listed herein.

4. It is anticipated that this action will result in a multiple year firm fixed price contract with a base quantity for FY06 and yearly options for each FY07 - FY10.

5. The base year (FY06) is to be priced with and without first article testing. Offerors are directed to Section I - Evaluated Options. All option periods require a first article test sample to be priced as well as a range of production quantities. The range quantities are provided for the purpose of establishing reasonable quantities against which to provide prices and to allow the Government to purchase quantities that offer the best prices. Option pricing, to include first article test pricing, will be evaluated using the price offered for the most probable quantity for each fiscal year.

6. A requirement for a renovation effort of the 60mm M888 is shown, and requires pricing, in Section I under Evaluated Options. This effort is to be performed in accordance with the Statement of Work entitled "Statement of Work (SOW) for Renovation of Ctg 60MM, M888 w/935 Fuze, NSN: 1310-01-149-3185, shown in Section C.

7. The Government reserves the right to exercise options up to the maximum aggregate quantities available in the base period and the four option periods without regard to the actual FY.

8. These items are determined to be hazardous.

9. The Technical Data Package (TDP) is classified as Distribution D and cannot be distributed via the internet. Distribution of the TDP is only authorized to U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 USC 140c. A Military Critical Technical Data Agreement, DD Form 2345, certified by Defense Logistics Service Center, Battle Creek MI is required. TDPs cannot be forwarded to a contractor who is not certified. A copy of the executed DD Form 2345 is required to be submitted to the contract specialist, Mitzi Wagner at mitzi.wagner@us.army.mil, with any request for the TDP. The form and all applicable instructions can be obtained at the following website: www.disc.dla.mil/ccal. The TDP will be sent via U.S. Mail unless the requester provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request and include name/phone number of the person who is to receive the TDP.

10. Offers are solicited on a with and without first article basis.

11. Award will be made to the offeror whose proposal represents the best value to the Government in accordance with Sections L & M.

12. The following material will be furnished as Government Furnished Material (GFM) for both the basic and option quantities.

- 60mm M720A1:    M734A1 MO Fuze  
M27 Fin  
HF-1 Steel Body  
M235 Propelling Charge  
M702 Ignition Cartridge
  
- 60mm M768:    M783 Point Detonating/Delay Fuze  
M27 Fin  
HF-1 Steel Body  
M235 Propelling Charge  
M702 Ignition Cartridge
  
- 60mm M888:    M720 Proj MPTS, NSN: 1310-01-050-8893, P/N: 11751150  
M27 Fin Assembly, NSN: 1310-01-050-8894, P/N: 11751196  
M702 Ignition Cartridge, NSN: 1310-01-050-8895, P/N: 9280553  
M204 Propelling Charge, NSN: 1310-01-050-8896, P/N: 9312698  
M935 Fuze, NSN: 1390-01-268-9155, P/N: 9255258  
Comp B, NSN: 1376-00-628-3306, MIL-401

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-R-0235 MOD/AMD	Page 3 of 99
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**Name of Offeror or Contractor:**

81mm M821A2: M734A1 MO Fuze  
M24 Fin  
HF-1 Steel Body  
M220 Propelling Charge  
M299 Ignition Cartridge  
Comp B

81mm M889A1: M889 Proj MPTS, NSN: 1315-01-352-1433, P/N: 12630554  
M935 Fuze, NSN: 1390-01-268-9155, P/N: 9395584  
M299 Ignition Cartridge, NSN: 1315-01-050-8883, P/N: 9293422  
M220 Propelling Charge, NSN: 1315-01-329-2575, P/N: 9381510  
M24 Fin, NSN: 1315-01-050-8881, P/N: 11726889  
Comp B, Type 1, Grade A

81mm M889A2: M783 PD Fuze  
M24 Fin  
HF-1 Steel Body  
M220 Propelling Charge  
M299 Ignition Cartridge  
Comp B Explosive

60mm M888 M720 Proj MPTS  
Renovation: M935 Fuze  
M27 Fin Assembly  
M702 Ignition Cartridge

13. Offerors should note the provision at FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition". The Government intends to award a contract resulting from this RFP without discussions with offerors (except clarification as described in FAR 15.306(A)). Therefore, offerors initial proposals should contain the best terms from all factors/subfactors standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the procuring contracting officer.

14. Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving a contract award resulting from this solicitation.

15. This RFP should not be discussed with any Government employee except the contracting officer, Mr. Norm Brown or his representative, Ms. Donna Ponce. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this solicitation.

\*\*\* END OF NARRATIVE A 0001 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1	52.204-7000 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) LOCAL	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 4 of 99</b>
	<b>PIIN/SIIN</b> W52P1J-05-R-0235	<b>MOD/AMD</b>	
<b>Name of Offeror or Contractor:</b>			

A-2            52.246-4536            SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION            JUL/2005  
LOCAL

(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3            52.252-4500            FULL TEXT CLAUSES            APR/2006  
LOCAL

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (\*\*\*).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:  
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	M768 60MM HE LAP  NSN: 1310-01-487-1944 NOUN: M768 60MM HE LAP SECURITY CLASS: Unclassified				
0001AA	FIRST ARTICLE TEST  NOUN: M768 60MM HE LAP  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR   SIG CD   MARK FOR   TP_CD 001     3 DEL REL CD       QUANTITY       DAYS AFTER AWARD 001                       1                       0365  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (Z55555)    SEE SECTION E	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	PRODUCTION QUANTITY WITH FIRST ARTICLE  NOUN: M768 60MM HE LAP PRON: HH6262081A    PRON AMD: 01 AMS CD: 41330050008  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR   SIG CD   MARK FOR   TP_CD 001 W15BW961013321 Y00000    M                       3 DEL REL CD       QUANTITY       DAYS AFTER AWARD	25000	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	001 9,545 0455				
	002 12,000 0485				
	003 3,455 0515				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	25000	EA	\$ _____	\$ _____
	NOUN: M768 60MM HE LAP PRON: HH6262081A PRON AMD: 01 AMS CD: 41330050008				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W15BW961013321 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 9,545 0365  002 12,000 0395  003 3,455 0425				
0002	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>M821A2 81MM HE LAP</u>  NSN: 9999-99-999-9999 NOUN: M821A2 81MM HE LAP SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-R-0235 MOD/AMD	Page 7 of 99
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>FIRST ARTICLE TEST</u></p> <p>NOUN: M821A2 81MM HE LAP</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0365</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0002AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: M821A2 81MM HE LAP PRON: HH6915091A PRON AMD: 02 AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW960613303 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 35,000 0455</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	35000	EA	\$	\$

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>35000</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: M821A2 81MM HE LAP            PRON: HH6915091A      PRON AMD: 02            AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC                                  SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>            001   W15BW960613303   Y00000    M                                  3  <u>DEL REL CD</u>                  <u>QUANTITY</u>                  <u>DAYS AFTER AWARD</u>            001                                  35,000                                  0365</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE                             (SHIP TO) WILL BE FURNISHED PRIOR                             TO SCHEDULED DELIVERY DATE FOR ITEM                             REQUIRED UNDER THIS REQUISITION.</p>	35000	EA	\$ _____	\$ _____
0002AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>16000</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: M821A2 81MM HE LAP            PRON: HH6924091A      PRON AMD: 02            AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC                                  SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>            001   W15BW962153324   Y00000    M                                  3  <u>DEL REL CD</u>                  <u>QUANTITY</u>                  <u>DAYS AFTER AWARD</u>            001                                  16,000                                  0485</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	16000	EA	\$ _____	\$ _____



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	<p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>16000</p> <p>NOUN: M821A2 81MM HE LAP PRON: HH6924091A PRON AMD: 02 AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW962153324 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 16,000 0395</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	16000	EA	\$ _____	\$ _____
0003	<p><u>M888 60MM HE LAP</u></p> <p>NSN: 1310-01-149-3185 NOUN: M888 60MM HE LAP FSCM: 19200 PART NR: 9354440 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>FIRST ARTICLE TEST</u></p> <p>1</p> <p>NOUN: M888 60MM HE LAP</p> <p><u>Packaging and Marking</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001                          3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                          1                          0365  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E	91520	EA	\$ _____	\$ _____
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>  NOUN: M888 60MM HE LAP PRON: T16A0T20HH      PRON AMD: 03 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 M6785460039000 W53XMD J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                          32,384                          0455  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099  MARK FOR: TA CL200 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 M6785460039001 W67G23 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                          29,584                          0485  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	(W67G23)    XR W0MM TOOEELE ARMY DEPOT TOOELE ARMY DEPOT TPF <div style="float:right;">UT 84074-5003</div>				
	MARK FOR:    TACL200				
	DOC                 SUPPL				
	<div>REL CD      MILSTRIP      ADDR      SIG_CD      MARK_FOR      TP_CD</div> <div>004   M6785460039002   W44XMF          J    3</div>				
	<div>DEL_REL_CD                   QUANTITY                   DAYS_AFTER_AWARD</div> <div>001                                29,552                                0515</div>				
	FOB POINT: Origin				
	SHIP TO: PARCEL_POST_ADDRESS (W44XMF)    XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER                               OK 74501-5000				
	MARK FOR:    TACL200				
	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE	91520	EA	\$_____	\$_____
	NOUN: M888 60MM HE LAP PRON: T16A0T20HH      PRON AMD: 03 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin				
	Deliveries or Performance DOC                 SUPPL				
	<div>REL CD      MILSTRIP      ADDR      SIG_CD      MARK_FOR      TP_CD</div> <div>002   M6785460039000   W53XMD          J    3</div>				
	<div>DEL_REL_CD                   QUANTITY                   DAYS_AFTER_AWARD</div> <div>001                                32,384                                0365</div>				
	FOB POINT: Origin				
	SHIP TO: PARCEL_POST_ADDRESS (W53XMD)    SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE                               IN 47522-5099				
	MARK FOR:    TACL200				
	DOC                 SUPPL				
	<div>REL CD      MILSTRIP      ADDR      SIG_CD      MARK_FOR      TP_CD</div> <div>003   M6785460039001   W67G23          J    3</div>				
	<div>DEL_REL_CD                   QUANTITY                   DAYS_AFTER_AWARD</div> <div>001                                29,584                                0395</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM TOOEELE ARMY DEPOT TOOEELE ARMY DEPOT TPF TOOEELE UT 84074-5003				
	MARK FOR: TACL200				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 004 M6785460039002 W44XMF J 3				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 29,552 0425				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	MARK FOR: TACL200				
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>	106416	EA	\$ _____	\$ _____
	NOUN: M888 60MM HE LAP PRON: T16A0E68HH PRON AMD: 01 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61150				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 M6785461799348 W53XMD J 3				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 15,000 0545				
	002 15,000 0575				
	003 4,656 0605				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	MARK FOR: TACL200				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 M6785461799349 W67G23 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001            10,344            0605  002            15,000            0635  003            9,312            0665  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23)    XR W0MM TOOELE ARMY DEPOT TOOELE ARMY DEPOT TPF TOOELE                            UT 84074-5003  MARK FOR: TACL200 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 M6785461799350 W44XMF J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001            5,688            0665  002            15,000            0695  003            16,416            0725  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF)    XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER                        OK 74501-5000  MARK FOR: TACL200	106416	EA	\$ _____	\$ _____
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NOUN: M888 60MM HE LAP PRON: T16A0E68HH    PRON AMD: 01 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61150  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 M6785461799348 W53XMD J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001            15,000            0455				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	00215,0000485				
	0034,6560515				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY				
	WHOLESALE SUPPLY ACCOUNT				
	BLDG 13 300 HWY 361				
	CRANEIN 47522-5099				
	MARK FOR: TACL200				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	002 M6785461799349 W67G23 J 3				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	00110,3440515				
	00215,0000545				
	0039,3120575				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W67G23) XR W0MM TOOEELE ARMY DEPOT				
	TOOEELE ARMY DEPOT TPF				
	TOOEELEUT 84074-5003				
	MARK FOR: TACL200				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	003 M6785461799350 W44XMF J 3				
<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>					
0015,6880575					
00215,0000605					
00316,4160635					
FOB POINT: Origin					
SHIP TO: <u>PARCEL POST ADDRESS</u>					
(W44XMF) XR W390 MCALESTER ARMY AMMO PLANT					
WHOLESALE SUP ACCT					
MCALESTEROK 74501-5000					
MARK FOR: TACL200					
<u>M889A1 81MM HE LAP</u>					
NSN: 1315-01-353-7619					
NOUN: M889A1 81MM HE LAP					
FSCM: 19200					
PART NR: 12953279					
SECURITY CLASS: Unclassified					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	FIRST ARTICLE TEST  NOUN: M889A1 81MM HE LAP  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0365  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (Z55555) SEE SECTION E	1	LO	\$ ** NSP **	\$ ** NSP **
0004AB	PRODUCTION QUANTITY WITH FIRST ARTICLE  NOUN: CTG 81MM M889A1 IUK W/M935 FZ PRON: T16A0E24HH PRON AMD: 03 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61058  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 M6785460609143 W53XMD J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 6,336 0455  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT	36162	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 M6785460609144 W67G23 J 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 6,336 0485				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W67G23) XR WOMM TOOEELE ARMY DEPOT TOOEELE ARMY DEPOT TPF TOOEELE UT 84074-5003				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 M6785460609145 W44XMF J 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 6,336 0515				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	004 M6785461109203 W53XMD J 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 17,154 0545				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE	36162	EA	\$ _____	\$ _____
	NOUN: CTG 81MM M889A1 IUK W/M935 FZ PRON: T16A0E24HH PRON AMD: 03 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61058				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-R-0235 MOD/AMD	Page 17 of 99
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001 M6785460609143 W53XMD J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u></p> <p>001 6,336 0365</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>002 M6785460609144 W67G23 J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u></p> <p>001 6,336 0395</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W67G23) XR W0MM TOOEELE ARMY DEPOT TOOEELE ARMY DEPOT TPF TOOEELE UT 84074-5003</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>003 M6785460609145 W44XMF J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u></p> <p>001 6,336 0425</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>004 M6785461109203 W53XMD J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u></p> <p>001 17,154 0455</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: M889A1 81MM HE LAP PRON: T16A0E43HH      PRON AMD: 01 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61152</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001 M6785461799351 W53XMD J 3 <u>DEL REL CD</u>         <u>QUANTITY</u>                  <u>DAYS AFTER AWARD</u> 001                   7,161                   0575</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>DOC SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 002 M6785461799352 W67G23 J 3 <u>DEL REL CD</u>         <u>QUANTITY</u>                  <u>DAYS AFTER AWARD</u> 001                   7,161                   0605</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM TOOEE ARMY DEPOT TOOEE ARMY DEPOT TPF TOOEE UT 84074-5003</p> <p>DOC SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 003 M6785461799353 W44XMF J 3 <u>DEL REL CD</u>         <u>QUANTITY</u>                  <u>DAYS AFTER AWARD</u> 001                   4,476                   0605  002                   1,879                   0635  003                   9,000                   0665  004                   5,282                   0695</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	34959	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	(W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	34959	EA	\$ _____	\$ _____
	NOUN: M889A1 81MM HE LAP PRON: T16A0E43HH PRON AMD: 01 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61152				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 M6785461799351 W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 7,161 0485				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785461799352 W67G23 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 7,161 0515				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM TOOEE ARMY DEPOT TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 M6785461799353 W44XMF J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 4,476 0515  002 1,879 0545  003 9,000 0575				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0045,2820605  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF)XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTEROK 74501-5000				
0005	<u>M889A2 81MM HE LAP</u>  NSN: 9999-99-999-9999 NOUN: M889A2 81MM HE LAP SECURITY CLASS: Unclassified				
0005AA	<u>FIRST ARTICLE TEST</u>  NOUN: M889A2 81MM HE LAP  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 0013 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 00110365  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555)SEE SECTION E	1	LO	\$** NSP **	\$** NSP **
0005AB	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>  NOUN: M889A2 81MM HE LAP PRON: HH65MAB91A PRON AMD: 02 AMS CD: 41333584009  SHIP TO INFORMATION:  12,000(W53SMD)SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT	20000	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	BLDG. 13 300 HWY 361 CRANE, IN 47522-5099				
	8,000 (W67G23) XR W0MM TOOELE ARMY DEPOT TOOELE ARMY DEPOT TPF TOOELE, UT 84074-5003				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW962133351 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,000 0455				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE	20000	EA	\$	\$
	NOUN: M889A2 81MM HE LAP PRON: HH65MAB91A PRON AMD: 02 AMS CD: 41333584009 SHIP TO INFORMATION: 12,000 (W53SMD) SU W39Z CRANE ARMY AMMO ACTIVITY WHOLESALE SUPPLY ACCOUNT BLDG. 13 300 HWY 361 CRANE, IN 47522-5099 8,000 (W67G23) XR W0MM TOOELE ARMY DEPOT TOOELE ARMY DEPOT TPF TOOELE, UT 84074-5003 (End of narrative B001)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001 W15BW962133351 Y00000 M                                 3 DEL REL CD           QUANTITY           DAYS AFTER AWARD 001                    20,000                   0365  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	DATA ITEM			\$ ** NSP **	\$ ** NSP **
	NOUN: DD FORM 1423 SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A.  (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-05-R-0235 <b>MOD/AMD</b>	<b>Page 23 of 99</b>
<b>Name of Offeror or Contractor:</b>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK  
Load/Assemble/Pack of 60mm/81mm High Explosive Mortar Cartridges  
May 8, 2006

C.1 Scope: This Statement of Work (SOW) defines the requirements for manufacture, load, assemble, pack and delivery of 60mm M720A1, M768, M888 and 81mm M821A2 and M889A1 High Explosive (HE) Mortar Cartridges.

C.2 Background: The 60mm M720A1 and M768 High Explosive (HE) Mortar Cartridges are currently produced by Day & Zimmerman Incorporated under Contract DAAE-30-02-C-1004. The 60mm M888 is produced at Milan AAP by American Ordnance under Contract W52P1J-04-C-0040. The 81mm M821A2 and M889A1 HE Mortar Cartridges are currently not in production.

C.3 Applicable Documents: The contractor shall use the following documents as appropriate to manufacture and deliver the 60mm M720A1, M768, M888 and 81mm M821A2 and M889A1 High Explosive (HE) Mortar Cartridges:

C.3.1 Mandatory Documents: The following documents are mandatory for use in producing and delivering the cartridges:

Number	Title	Date
TDPL 12992903	Combination of Adopted Items for 60mm, HE M720A1	24 Jan 2006
TDPL 12993659	Combination of Adopted Items for 60mm, HE M768	26 Jan 2006
TDPL 9354440	Combination of Adopted Items for 60mm, HE M888, w/Fuze, M935	9 Feb 2006
TDPL 12977144	Combination of Adopted Items for 81mm, HE M821A2	23 Jan 2006
TDPL 12953279	Combination of Adopted Items for 81mm, M889A1 w/Fuze, PD:M935	17 Feb 2006
MIL-STD-1168B	Ammunition Lot Numbering and Ammunition Data Card	10 Jun 1998
AR-PD-132	PAX-21, Explosive Composition	30 Oct 2002

See Narrative C003 for information on 81mm, HE M889A2

C.3.2 Reference Documents: The following documents are provided for reference:

Number	Title	Date
Attachment 014	Definitions	16 Oct 2005
CFR 49-Parts 100-180	Code of Federal Regulations	Oct 2005
DODD 4160.21-M-1 CE-01 RPT	Defense Demilitarization Manual	21 Oct 1991
ANSI/NCSL Z540-1	General Requirements for Calibration Laboratories and Measuring and Test Equipment	01 Jan 1994 (Rev 2000)

C.4 Requirements

C.4.1 Production: The contractor shall produce, test, inspect, package and deliver 60mm M720A1, M768,

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0235      MOD/AMD</p>	<p style="text-align: right;"><b>Page 24 of 99</b></p>
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**Name of Offeror or Contractor:**

M888 High Explosive (HE) and 81mm M821A2 and M889A1 High Explosive (HE) Mortar Cartridges, in accordance with documents listed in Paragraph C.3.1 Mandatory Documents. The contractor shall be responsible for providing all component hardware (less Government Furnished Material (GFM)), equipment, tooling, and material including packaging and palletization materials required to successfully load, assemble, pack and deliver the cartridges.

C.4.1.1 High Explosive Filling: The contractor shall fill the 60mm M720A1 and M768 cartridge with PAX-21 utilizing Melt pour method in accordance with documents listed in paragraph C.3.1. The contractor shall provide the PAX-21 for all year requirements. The PAX-21 that the contractor provides shall meet the requirements of AR-PD-132. The contractor and their supplier of PAX-21 shall use equipment which does not react/corrode during the manufacturing and loading processes of PAX-21. The contractor shall fill the 60mm M888 and the 81mm M821A2/M889A1 cartridge with Comp B utilizing Melt pour method in accordance with documents listed in paragraph C.3.1.

C.4.1.2 State of the Art Inspection Systems: The contractor shall utilize state-of-the-art inspection systems for the high explosive fill for the M720A1, M768, M888, M821A2 and M889A1 HE Mortar Cartridges (i.e. Digital Radiography, etc.) The contractor shall have the above mentioned system available for qualification testing and certification with the presence of ARDEC representative.

C.4.2 Configuration Management: As applicable, engineering changes to the baseline configuration shall be submitted as an Engineering Change Proposal (ECP) (DI-CMAN-80639C) to the Government for review and approval. The contractor may also submit Request for Deviations (RFD)/Waiver (DI-CMAN-80640C) Request for Waiver (RFW) and Notice of Revisions (NOR) (DI-CMAN-80640C), for the documents in the Technical Data Package (TDP).

C.4.3 Quality Assurance

C.4.3.1 Quality Program: The contractor shall implement and maintain the Quality Program Plan that is incorporated at the time of contract award. Changes to this program plan shall not be implemented without the permission of the Contracting Officer.

C.4.3.2 First Article Test/Lot Acceptance Test (FAT/LAT): The contractor shall be responsible for all FAT/LAT inspections and testing less cartridge ballistic testing. A USG representative will be on site for inspection of FAT/LAT samples. The contractor shall provide two weeks notice for the inspection of FAT/LAT samples. The USG will conduct FAT/LAT ballistic testing.

C.4.3.3 Material Certification: The contractor shall certify that the materials and subcomponents comply with the specifications and applicable drawings listed in Paragraph C.3.1 Mandatory Documents (DI-MISC-80678, tailored). Material certifications for components other than GFM shall be submitted for review by the designated Government office as part of LAP contract product submission for Government acceptance.

C.4.3.4 Acceptance Inspection Equipment (AIE): The contractor shall implement and maintain the AIE Program Plan that is incorporated at time of contract award. Changes to this program shall not be implemented without written permission of the Contracting Officer. The contractor shall submit designs of all inspection and test equipment used to perform examinations and tests per required contract specifications (DI-QCIC-81006, tailored).

C.4.3.5 Failure Reporting, Analysis and Corrective Action System: Whenever there is a failure of a component, cartridge, or group of cartridges, to meet applicable performance or safety requirements, the contractor shall be responsible for documenting the failure, performing an analysis to determine the root cause of the failure, and determining and implementing the appropriate corrective action to prevent recurrence of the failure (DI-RELI-81315).

C.4.3.6 Calibration System: The contractor shall maintain, as an element of his inspection system, a calibration system in accordance with ANSI/NCSL Z540-1-1994 to control the accuracy of inspection equipment, whether contractor or Government furnished, for use in this contract.

C.4.3.7 Test Standards: The contractor will be provided test standards for use with state-of-the-art inspection equipment (i.e. DR). Test standards shall be included in the AIE package submitted for approval. A prove-out test using the test standards shall be performed prior to its use for product inspection. Acceptance of standards during prove-out test shall result in approval of the AIE.

C.4.3.8 Lot Sizing: The contractor shall maintain his production plan and schedule, which demonstrate that production lot size is optimal and is stabilized through efficient use of GFM resources. The contractor shall obtain a USG approval when any scheduled lots fail to meet the lot quantity specified in Section B.



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C.4.3.9 Critical Characteristics Program:

C.4.3.9.1 The contractor's processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

C.4.3.9.2 The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

C.4.3.9.3 An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

C.4.3.9.4 Previous Practices/Special Characteristics: As a result of previous practices, the governments technical data may refer to "Critical" (not annotated with I or II) and "Special" characteristics. Characteristics classified as "Critical" (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as "Special" shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

C.4.3.9.5 Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the government's technical data (drawings, specifications, etc), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractor's additional critical characteristics shall be classified as "Critical (I)" or "Critical (II)", and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions apply:

C.4.3.9.5.1 Level I critical nonconformance: A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

C.4.3.9.5.2 Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) Result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) Prevent performance of the tactical function of a major end item.

C.4.3.9.6 In the event that a critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.

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- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail). (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material found to be nonconforming shall not be used without government approval.

C.4.3.9.7 The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-establish plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

C.4.3.9.8 The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

**C.4.3.10 Statistical Process Control (SPC) Requirements:**

C.4.3.10.1 At a minimum, the SPC characteristics listed in Paragraph E-13 shall be subjected to the application of SPC techniques. The SPC requirements apply whether the product is produced at the prime contractor facility or subcontractor/vendor facility. All critical and major characteristics in the technical specifications must be reviewed for process controls/SPC. The default process control method is monitoring using X Bar and R charts. Other means of process controls/SPC may be acceptable to the Government, however, the Government makes no commitment to accept any methods of process controls/SPC other than X Bar and R charts.

C.4.3.10.2 The contractor is encouraged to perform Process Controls/Statistical Process Controls on additional characteristics based on his manufacturing/production/assembly processes. MIL-HDBK-1916 can be used as a reference when evaluating and selecting characteristics for Process Controls/SPC.

C.4.3.10.3 The contractor should perform pareto analysis or similar analytical techniques (Flow Diagrams, Process Maps, Process Failure Mode and Effects Analysis (FMEA), etc.) on previous production or future production processes to identify potential characteristics for Process Control/SPC.

**C.5 Ammunition Serialization and Unitization Inspection:**

C.5.1 Ammunition Data Cards and Lot Numbering: Ammunition Lot Numbers and Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and DI-MISC-80043A. Lot numbering shall be in accordance with

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documents listed in paragraph C.3.1 and shall be formatted as required by the worldwide web application identified as WARP or Worldwide Ammunition Data Repository Program at <http://aeprs.ria.army.m14aepspublic.cfm>.  
<<http://aeprs.ria.army.m14aepspublic.cfm>>

C.5.2 Unitization Inspection Requirements: Unitized loads of ammunition shall be inspected in accordance with Attachment B.

C.6 Reporting:

C.6.1 Contract Data Requirements: The contractor shall provide all reporting requirements in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A.

C.6.2 Delayed Delivery Status Report: The contractor shall prepare a status report (DI-MGMT-81255) in case of delays in production deliveries.

C.6.3 Accident/Incident Reporting: The contractor shall report to the Procuring Contracting Officer (PCO) immediately any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding \$10,000; affecting program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identifying a potential hazard requiring corrective action. The contractor shall prepare a report for each incident (DI-SAFT-81563).

C.6.4 Performance Oriented Packaging (POP): Prior to shipment, the manufacturer shall make sure the complete package assembly has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Regulations. The test will be to a weight of at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the manufacturer/laboratory in accordance with DI-PACK-81059 following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the USA RDECOM-ARDEC, Attn: AMSRD-AAR-AIL-P, Picatinny Arsenal, New Jersey 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (A) the initial POP test report expires before the end of the contract or (B) there is a change in the container manufacturer or design of the exterior shipping container. No re-test is required if all packaging is purchased while under an unexpired POP test.

C.7 Program Management:

C.7.1 Schedule and Plan: The contractor shall maintain and update the Integrated Master Program Plan (IMPP) and Integrated Master Schedule (IMS) that is accepted by the Government at the time of contract award. The IMS shall be developed and maintained in accordance with the requirements of DI-MGMT-81650 (Tailored).

C.7.2 Integrated Product Teams (IPTs): The contractor shall use and participate in IPTs in the management, test, and production processes.

C.8 Government Furnished Material (GFM): The contractor shall control GFM in accordance with the quality system requirements. If defective GFM is discovered it shall be identified, segregated and reported to the procuring activity (DI-QCIC-80736). The contractor shall not rework or repair GFM without disposition instructions from the procuring activity.

C.9 Meetings:

C.9.1 Post Award Meeting: The contractor shall host a post award meeting at the contractor's facility to include contracts, management, and technical personnel no later than 30 days after contract award. In contractor format, contractor shall provide the government with minutes of the post award meeting (DI-ADMN-81505 Tailored).

C.9.2 Quarterly Quality Meeting: During production, the contractor shall make his facility and appropriate personnel available for one day each quarter to host a meeting with government quality assurance and manufacturing engineers to discuss quality control and production issues. In contractor format, the contractor is responsible for providing agendas for government review two weeks prior to meetings and meeting minutes two weeks after meetings (DI-ADMN-81505 Tailored).

C.9.3 Environmental Review Meeting: The contractor shall host one meeting with government environmental engineers to review the various manufacturing processes used to produce the 60 & 81mm mortar cartridges under this contract and discuss manufacturing wastes and look at techniques to minimize hazardous wastes.

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It is expected that this meeting would be conducted NLT 180 days after contract award.

C.9.4 Production Line Startup Readiness Review: The contractor shall host a Production Line Startup Readiness Review with the government prior to production of the first article hardware.

C.9.5 Integrated Program Reviews (IPR): The contractor shall host semi-annual integrated program reviews starting six months after contract award. This meeting shall include a discussion of the IMS & IMPP. The contractor and the government shall mutually derive review agenda no later than 5 working days prior to each review. The contractor is responsible for providing IPR meeting minutes in contractor format.

C.10 Demilitarization: At the conclusion of this contract, all excess or unaccepted mortar propelling charge components, subassemblies, etc. shall be destroyed, such that they are no longer usable or re-claimable for their original purposes. Once material is destroyed, it shall be disposed of only as scrap. DODD 4160.21-M-1 CE-01 RPT, Defense Demilitarization Manual may be used as a reference guide for accomplishment of this task.

C.11 Hazard Classification: The contractor is responsible for obtaining the Hazard Classification from the Department of Transportation prior to any shipment of energetic materials. All the U.S. manufacturers shall make certain that the material is tested IAW part 173, Subpart C, Section 173.58(a) of Title 49, CFR Parts 106-180 to assign proper class and division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 explosives).

\*\*\* END OF NARRATIVE C 0001 \*\*\*

STATEMENT OF WORK (SOW) FOR  
RENOVATION OF CTG.60MM, M888 W/M935 FUZE  
NSN 1310-01-149-3185  
SOLICITATION W52P1J-05-R-0235

1. **OBJECTIVE:** Renovate existing 60MM, M888 Mortar Cartridges by removing and replacing M935 Fuze, M204 Propellant Charges, M702 Ignition Cartridge, M27 Fin Assembly, and the Obturating Band. Additionally, conduct visual inspections and segregate cartridges and components identified with defects requiring actions not described in this SOW. Perform exterior maintenance and mark cartridges as required. Ring gage all cartridges that have had paint applied to the bourrelet area. After final assembly all cartridges must pass through a profile and alignment ("chamber") gage. Apply ammunition lot suffixes as required. Demilitarization, or disposal of unserviceable components and those components removed during performance of this renovation will not be included in the per unit cost estimate for the project unless specifically mentioned. A separate estimate will be provided and its inclusion to the project will be negotiated separately.

2. APPLICABLE DOCUMENTS:

<u>DOCUMENT NUMBER</u>	<u>REV/AMENDMENT/CHANGE</u>	<u>NOMENCLATURE</u>
19200-9354430	Rev N	Assembly Drawing
MIL-STD-129	P Chg 3	Military Marking for Shipment and Storage
MIL-STD-1168	B	Ammunition Lot Numbering and Ammunition Date Card
ARDEC(R) MEMO (SMCAR-ESK (746-1B))	10 Sep 90	United Nations (UN) Performance Oriented Packaging (POP) Marking Requirements
DI-MISC-80043	A	Ammunition Data Card (ADC)
NAVSEA SW020-AC-SAF-010	9	Transportation and Storage Data for Ammunition, Explosives and Related Hazardous Materials

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TECHNICAL GUIDE NO. 146	30 Sep 91	Pentachlorophenol-Treated Materials
TM 43-0001-28		Technical Manual, Artillery, Guns, Mortars, Recoilless Rifles and Artillery Fuzes
TW024-AA-ORD-010 (Formerly OD 17190)	Oct 05 Limited Use	Ammunition Unserviceable, Suspended and
User's Manual	B	Worldwide Ammunition - Data Repository Program (WARP)

3. REQUIREMENTS:

3.1 GENERAL DESCRIPTION OF OPERATIONS: The contractor shall perform the following operations listed below. The order of the operations may be dependent upon the contractor's unique processes.

3.1.1 Unpack cartridges. Cartridges will be in PA73 fiber containers, packed in PA70 metal containers, packed in wire-bound boxes, and strapped to wooden pallets. Save all the packaging containers, propelling charge supports, and dunnage, as they will be reused in the pack out effort of this SOW, paragraph 3.1.6. See Appendix A for recommended procedure for reuse of PA73 fiber containers.

3.1.2 Remove and replace the following components as provided in paragraph 4, below:

<u>NSN/DODIC OR P/N</u>	<u>NOMENCLATURE</u>
1310-01-050-8894/B612	Assembly, Fin M27
1310-01-050-8895/B17	Cartridge, Ignition M702
1310-01-050-8896	Charge, Propelling M204
1390-01-124-7584/N342	Fuze, PD M935
1310-01-303-3239	Ring, Obturating

3.1.2.1 The rear threads of the shell body and fuze well threads shall be cleaned before reassembling the fin and fuze to remove residual adhesive and foreign materials. Cleaning shall be accomplished without undue removal of zinc phosphate coating (dark gray color). Excessive phosphate coating damage on the non-threaded fuze mating surface is not acceptable. The final cleaning step shall consist of wiping with a clean lint-less cloth or cleansing tissue soaked in Isopropyl Alcohol. Care should be taken not to nick, dent or otherwise damage the windshield or nose of the fuze during the reassembly process.

3.1.2.2 In lieu of replacing the Warning Label (9310754), stencil the cartridge IAW drawing 9354430.

3.1.3 Clean and retouch exterior surface of cartridges where previous coating is damaged, with MIL-E-52891 or MIL-DTL-111195 (Type II), Color 34088 of FED-STD-595. Prior to touch up, remove any corrosion products, clean with Isoprophyl Alcohol, and pre-treat any bare metal surface with a wash primer (DoD-P-15328 or equivalent) IAW the manufactures' instructions. Touch up of the paint on the shell refers to nicks and dings. Shells with "rusted areas" would be an example of a defect with a required action that is not covered by this SOW. Shells with this defect should be set aside.

3.1.4 Mark cartridges and packing to indicate new suffixed lot. Contractor shall request lot suffix from HQ, JMC, SFSJM-QAS.

3.1.5 Gage cartridge with ring gage, only if touch-up paint was applied to bourrelet area, followed by chamber gage of all cartridges.

3.1.6 The cartridges shall be repacked in accordance with the following packing and marking drawings:

- PA73 fiber container - Dwg 9280110 (augmented by Appendix A)
- PA70 metal container - Dwg 9280109
- Wirebound Box - Dwg 9280108
- Palletized Load - Dwg 1948-4116/28F

Some damage to the packaging material is expected. Expected material needed to replace the damaged material is addressed in paragraph 4.2.2.

3.1.7 The contractor shall continually conduct visual inspections and segregate cartridges and components identified with defects requiring actions not described in this SOW. At the completion of the project, the contractor shall submit a request for disposition on all nonconforming material.

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3.2 AMMUNITION DATA CARDS:

3.2.1 Prepare ammunition data cards as specified herein in accordance with MIL-STD-1168, DI-MISC-80043, and the WARP User's Manual. The WARP User's Manual can be obtained from the following address:

HQ - Joint Munitions Command  
Attn: SFSJM-QAP  
Rock Island, IL 61299

3.2.2 Submit a draft copy of the revised ammunition data card for each lot renovated to Mr. Rudolph Rasso, SFSJM-CDA, and Mr. Jorge Munoz, AMSRD-AAR-QEM-C.

3.2.3 Upon government approval of the draft copies of the ammunition data cards, the contractor shall prepare and input final ammunition data cards into the WARP. Copies of the final ammunition data cards shall be provided with all shipments whenever a complete or partial ammunition lot is shipped.

4. LIST OF MATERIALS AND EQUIPMENT:

4.1 GOVERNMENT FURNISHED MATERIAL: The following material will be provided in sufficient quantity (a scrap factor will be applied as indicated) to the contractor for performance of this SOW:

<u>NSN/DODIC OR P/N</u>	<u>NOMENCLATURE</u>	<u>PRODUCTION FACTOR</u>
1310-01-149-3185/B643	CTG, 60MM HE W/FZ PD M935	1.00
1310-01-050-8894/B612	ASSEMBLY, FIN M27	1.04
1310-01-050-8895/B17	CARTRIDGE, IGNITION M702	1.04
1310-01-050-8896	CHARGE, PROPELLING M204	4.08
1390-01-124-7584/N342	FUZE, PD M935	1.03

The contractor is expected to reuse all packaging provided with the cartridges when repacking (see 4.2.2).

4.2 CONTRACTOR FURNISHED MATERIAL

4.2.1 The contractor shall provide the following material for performance of this SOW:

<u>NSN/DODIC OR P/N</u>	<u>NOMENCLATURE</u>	<u>PROCUREMENT FACTOR</u>
1310-01-303-3239	RING, OBTURATING	1 EACH, PER CARTRIDGE
9310754	WARNING LABEL	1 EACH, PER CARTRIDGE
12960755	DISC, NOMOGRAM	1 EACH, PER 6 CARTRIDGES
	for 60MM HE, M888	

The contractor shall provide all other ancillary materials in performance of this SOW, such as, but not limited to: banding and strapping for packaging, inks and adhesives per applicable documents.

4.2.2 The contractor shall provide the following material on an as needed basis to replace damaged or nonconforming material in performance of this SOW:

<u>NSN/DODIC OR P/N</u>	<u>NOMENCLATURE</u>	<u>EXPECTED FALLOUT FACTOR</u>
9280110	CONTAINER, FIBER PA73	NOT TO EXCEED, 0.04
9252724	CONTAINER, METAL PA70	NOT TO EXCEED, 0.005
9280108	BOX, WIREBOUND	NOT TO EXCEED, 0.0025
9299245	SUPPORT ASSEMBLY	NOT TO EXCEED, 0.04

4.3 GOVERNMENT FURNISHED EQUIPMENT No government furnished equipment is provided.

5. REPORTS AND SUBMISSIONS (Contractor Format unless specified otherwise)

5.1 Advanced Planning Document Provide the PCO the following information thirty days prior to the start up of a project: 1) a listing of the items to be renovated (by lot number, quantity and NSN) 2) a listing of the components to be utilized for the project (by lot Number, quantity, NSN and drawing number and revision), and 3) the anticipated project work schedule.

5.2 Final Production Report - Upon completion of the project, provide a final production report to the PCO. The final production report shall consist of: (1) an updated version of the Advanced Planning Document, marked Final, with actual completed numbers, (2) lot number cross reference, (3) project yield, showing round fallout by lot number and defect, (4) suffix/interfix information, and (5) a written request for disposition of unserviceable rounds, damaged materials and residual components.

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5.3 Accident/Incident Report: The contractor shall notify the PCO immediately of any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding \$10,000; affecting program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identifying a potential hazard requiring corrective action. The contractor shall prepare a report for each incident (DI-SAFT-81563).

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APPENDIX A - Rework Procedure for PA73 Fiber Containers for M888 Mortar Ammunition

- Remove the PA73 fiber containers from the PA70 metal can.
- Cut the black sealing tape with a blade at the seam between the metal end cap and the fiber container surface.
- Remove the metal end cap.
- Remove the section of black tape from the metal end cap.
- Leave the section of black tape on the fiber container.
- Salvage the filler material from the fiber tube.
- Remove the M888 cartridge from the fiber container.
- Remove the propelling charge support from the M888 cartridge.
- Rework the M888 cartridge.
- Reinstall the salvaged propelling charge support on the reworked M888 cartridge. (Replace support if damaged or if foam appears to be disintegrating or sticking to propelling charges.)
- Insert the M888 cartridge into the salvaged fiber container.
- Install sufficient filler material to ensure a tight pack.
- Install the salvaged metal end cap onto the fiber container.
- The existing black tape on the salvaged fiber container will be flush with the metal end cap. Seal the fiber container with new black tape IAW DWG 9280110.

\*\*\* END OF NARRATIVE C 0002 \*\*\*

81mm, HE M889A2

The M889A2 is the same as the M889A1 with the exception of the fuze which is the same as the M768. See TDPL 12953279 (M889A1) for details & drawings. See TDPL 12993659 (M768) for details relating to the fuze.

The following information is applicable to 81mm, HE M889A2 -

The M889A2 cartridges shall be produced IAW COAI Drawing No. 12953279 (Rev. B), with the following exceptions:

- Drawing No. 12630672 -

The cartridges shall be assembled with Fuze, PD/DLY, M783 (Drawing No. 12989030), instead of Fuze, PD, M935 (Drawing No. 9255258)

In lieu of MIL-C-70996, the cartridges shall meet the requirements specified in DTL 12977143

- Drawing No. 12993639 -

The following descriptive nomenclature, NSN and DODIC shall be used for the fiber tube ammunition container packing and marking:

Descriptive Nomenclature: "1-CARTRIDGE, 81MM: HE, M889A2 W/FUZE, PD/DLY, M783 FOR MORTAR, M252"

NSN: "1315-01-541-0802"

DODIC: "CA43"

- Drawing No. 12993638 -

The cartridges shall be packaged in PA156 metal ammunition containers

The following descriptive nomenclature, NSN, DODIC, proper shipping name / identification number, STANAG label, graphical firing scale and POP marking shall be used:

Descriptive Nomenclature: "3-CARTRIDGE, 81MM: HE, M889A2 W/FUZE, PD/DLY, M783 FOR MORTAR, M252"

NSN: "1315-01-541-0802"

DODIC: "CA43"

Proper Shipping Name: "CARTRIDGES FOR WEAPONS UN 0006"



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STANAG Label Drawing: "12972356"  
Graphical Firing Scale: "12960762"  
POP Marking: Same as for M821A1, M821A2 and M889A1

\*\*\* END OF NARRATIVE C 0003 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1      52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	NOV/2005

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

[ttp://aeps.ria.army.mil/aepspublic.cfm](http://aeps.ria.army.mil/aepspublic.cfm)

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426

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Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:  
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsga.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be

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captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

- (2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.
- (3) The LATR tab on the WARP opening page provides access to the upload process.
- (4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.
- (5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

- |     |             |   |          |
|-----|-------------|---|----------|
| C-2 | 52.246-4536 | STATEMENT OF WORK - 2-D BAR CODING VERIFICATION | JUL/2005 |
|     | LOCAL       |   |          |
- (a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.
  - (b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.
  - (c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.
  - (d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.
  - (e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.
  - (f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

- |     |             |  |          |
|-----|-------------|--|----------|
| C-3 | 52.248-4502 | CONFIGURATION MANAGEMENT DOCUMENTATION | MAY/2001 |
|     | LOCAL       |  |          |
- (a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.
  - (b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.
  - (c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose

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VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

SECTION D

Preservation, Packaging, Packing, Marking and Unitization of the M720A1 60mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M720A1 60mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 12977146.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/28.

Preservation, Packaging, Packing, Marking and Unitization of the M768 60mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M768 60mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 12993659.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/28.

Preservation, Packaging, Packing, Marking and Unitization of the M888 60mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M888 60mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 9354440.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/28.

Preservation, Packaging, Packing, Marking and Unitization of the M821A1 81mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M821A1 81mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 12977144.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/43N.

Preservation, Packaging, Packing, Marking and Unitization of the M889A1 81mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M889A1 81mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 12953279.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/43N.

Preservation, Packaging, Packing, Marking and Unitization of the M889A2 81mm High Explosive Cartridge

1. Preservation, Packaging, Packing and Marking: The M889A2 81mm High Explosive Cartridge shall be preserved, packed and marked in accordance with the drawings stated on Drawing 13013654.
2. Unitization: The packaged cartridges shall be unitized in accordance with Defense Ammunition Center Drawing 19-48-4116/43N.

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\*\*\* END OF NARRATIVE D 0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

(a) The first article shall consist of: (See individual specification requirements); which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

(b) The first article shall be delivered to: TBD. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

(c) The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: No Exceptions. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

(e) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(f) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of

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instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

E-5      52.246-4530      SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)      MAY/1994  
LOCAL

(a) A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: (See individual specification requirements). The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST      REQUIREMENTS      SAMPLE  
(See Individual Specification Requirements)

TEST FACILITY: TBD

(b) When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph (a).

LAP FACILITY: TBD

(c) The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

(d) Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

(e) Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

(f) If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

(g) The Contracting Officer shall by written notice to the Contractor within 30 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

(h) If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

(i) If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

(j) If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for



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default. Failure of the Government in such an event to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.

(k) In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of clause)

(ES6035)

E-6      52.246-4550      HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT      FEB/2004  
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

( )      ISO 9002

(X)      ISO 9001-2000; only design/development exclusions permitted

( )      ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-7      52.245-4545      MIL-STD-1916      OCT/2000  
LOCAL

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-8      52.246-4528      REWORK AND REPAIR OF NONCONFORMING MATERIAL      MAY/1994  
LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

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(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-9	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

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(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-11	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

Name of Offeror or Contractor:

- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
- (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
- (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

E-12 SPC Characteristics

81mm HE LAP

Cartridges: 81mm HE M889A1 / M889A2 / M821A2  
DTL 12977143  
Drawings 12977143 / 12630672 / 13013653

Paragraph / Characteristic	Examination or Test	Type of charts
4.4.2.2/Major 101	Depth of fuze well	X bar, R

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4.4.2.2/Major 102	Diameter of fuze well	X bar, R
4.4.2.3/Major 107	Fin assembly torque	X bar, R
4.4.2.3/Major 108	Fuze assembly torque	X bar, R
4.4.2.3/Major 109	Ignition cartridge assembly torque	X bar, R
4.4.2.3/Major 114	Overall length of cartridge	X bar, R
4.4.2.3/Major 115	Distance from edge of fin to Ignition Cartridge	X bar, R

Obturator Ring  
MIL-O-70548 (Amend 6)  
Drawing 9310339

Paragraph /

<u>Characteristic</u>	<u>Examination or Test</u>	<u>Type of charts</u>
4.4.2.1/Major 102	Outside Diameter	X bar, R
4.4.2.1/Major 103	Width	X bar, R
4.4.2.1/Major 104	Thickness	X bar, R

60mm HE LAP

Cartridge: 60mm HE M888  
MIL-C-64037  
Drawing 9354430

Paragraph /

<u>Characteristic</u>	<u>Examination or Test</u>	<u>Type of charts</u>
4.4.2.2/Major 101	Depth of fuze well	X bar, R
4.4.2.2/Major 102	Diameter of fuze well	X bar, R
4.4.2.4/Major 105	Fin assembly torque	X bar, R
4.4.2.4/Major 106	Fuze torque	X bar, R
4.4.2.4/Major 107	Ignition cartridge torque	X bar, R
4.4.2.5/Minor 202	Distance between intermediate leg and forward leg of spacer	X bar, R
4.4.2.5/Minor 204	Height of support	X bar, R

Cartridges: 60mm M720A1 / M768  
DTL 12977145  
Drawings 12977145 / 12993658

Paragraph /

<u>Characteristic</u>	<u>Examination or Test</u>	<u>Type of charts</u>
4.4.2.2/Major 101	Depth of fuze well	X bar, R
4.4.2.2/Major 102	Diameter of fuze well	X bar, R
4.4.2.5/Major 106	Fin assembly torque	X bar, R
4.4.2.5/Major 107	Fuze/adaptor assembly torque	X bar, R
4.4.2.5/Major 108	Ignition cartridge assembly torque	X bar, R
4.4.2.6/Major 102	Distance between intermediate leg and forward leg of spacer	X bar, R
4.4.2.6/Major 104	Distance from top of spacer to center of spacer leg hold	X bar, R
4.4.2.6/Major 106	Width of spacer leg hole opening	X bar, R

Obturating Ring  
MIL-R-48401A  
Drawings 13005177 / 11751152

Paragraph / Characteristic	Examination or Test	Type of charts
4.3.2.2/Major 101	Thickness	X bar, R
4.3.2.2/Major 102	Width	X bar, R
13005177	Outside Diameter	X bar, R

Written justifications per paragraph Part I (e) of the SPC general requirements apply only to the above characteristics. The Government reserves the right to require SPC regardless of the justifications provided. Justifications must concentrate on the production process. Justifications that address the inspection process will not be accepted (e.g., the method of inspection, the use of go/no-go gages for inspection, acceptance requirements that address only a minimum or maximum dimension, etc.) Acceptance of justifications may be contingent upon a decrease in unit cost. In lieu of the three year maintenance period specified in Part I (f), the Contractor shall maintain the collection of charts traceable to the product for the period the contract is still open.

\*\*\* END OF NARRATIVE E 0001 \*\*\*

Government Procurement Quality Assurance (PQA) Actions will be accomplished by the Government's authorized Quality Assurance Representative at the contractor's plant except for tests conducted at a government facility or proving ground.

\*\*\* END OF NARRATIVE E 0002 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,  
Other (specify) \_\_\_\_\_
- (ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_
- (iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;
- (iv) Number of items per container: \_\_\_\_\_ Each;
- (v) Gross Weight of container and contents \_\_\_\_\_ Lbs;
- (vi) Palletized/skidded -1- Yes -2- No,
- (vii) Number of containers per pallet/skid \_\_\_\_\_ ;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_
- (x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*

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**Name of Offeror or Contractor:**

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-10	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-11	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.



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**Name of Offeror or Contractor:**

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-12      52.247-4551      SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)      FEB/1996  
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

\*\*\*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")      ACT

\_\_\_\_\_

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(End of clause)

(HA8704)

H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material      Identification NO.

(If none, insert NONE)

\*\*\*

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Field Support Command (AFSC)

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ATTN: AMSFS-SF  
Rock Island, IL 61299-6000

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: SJMFS-TD  
Rock Island, IL 61299-6000

Commander  
U.S. Army Joint Munitions Command (JMC)  
ATTN: AMSJM-CCA-M  
Rock Island, IL 61299-6000

Commander  
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)  
ATTN: AMSTA-AR-WEP-RP  
Rock Island, IL 61299-7630

(End of clause)

(HF6011)

H-4 252.211-7003 ITEM IDENTIFICATION AND VALUATION  
DFARS

JUN/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

**Name of Offeror or Contractor:**

cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
  - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
    - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
  - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
  - (i) The Contractor shall
    - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
    - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
  - (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number.
  - (6) Lot or batch number.
  - (7) Current part number (if not the same as the original part number).
  - (8) Current part number effective date.
  - (9) Serial number.

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- (10) Governments unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.
- (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
- (End of clause)
- (HA6001)

- H-5                    245.7310-1                    DEMILITARIZATION                    JUL/1996

DFARS
- (a) DEMILITARIZATION. M27 Fins require demilitarization by the Purchaser in the manner and to the degree set forth below:
- (1) Demil IAW DOD 4160.21-M-1, Item 3 Ammunition, Military Explosives, Solid and Liquid Propellants, and Incendary Agents, paragraph (1) Arillery/Mortar  
Ammunition Components and Similar Items of all types;
- (2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.
- (b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
- (c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the

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**Name of Offeror or Contractor:**

Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

- (d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --
- (1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.
- (2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.
- (3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of clause)

(HA6800)

H-6	52.242-4506	PROGRESS PAYMENT LIMITATION - INCURRED COSTS	MAR/1988
	LOCAL		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10 percent (10%) of the initial award value of the contract.

(End of clause)

(HS6002)

H-7	52.242-4560	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS OF DELAYS IN DELIVERY	

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document	1
Administration Office (ACO)	See Award document	3
Production Manager	US Army Joint Munitions Command ATTN: SFSJM-CDA / Mr. Dean Meyer Rock Island, IL 61299-6500	1
Customer	Director, Marine Corps Programs Department (Code 40923)	1

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**Name of Offeror or Contractor:**

NAVSURFWARCENDIV Crane  
Fallbrook Detachment  
700 Ammunition Road  
Fallbrook, CA 92928-3187

(End of clause)

(HS6028)

H-8      52.245-4506      GOVERNMENT FURNISHED PROPERTY      OCT/1994  
LOCAL  
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 001 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 001 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 001 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-9      52.246-4557      MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)      JAN/1995  
LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander, US Army  
Army Sustainment Command  
ATTN: AMSAS-ACA-R / Donna Ponce  
Rock Island, IL 61299-6500  
email: Mitzi.Wagner@us.army.mil

2. Production Management

Commander, US Army  
Joint Munitions Command  
ATTN: SFSJM-CDA / Dean Meyer  
Rock Island, IL 61299-6500  
email: Dean.Meyer@us.army.mil

3. Send Additional Copies to:

Office of the Project Manager  
Combat Ammunition Systems  
ATTN: SFAE-AMO-CAS  
Picatinny Arsenal, NJ 07806-5000



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**Name of Offeror or Contractor:**

email: rchuchwa@pica.army.mil

also to email: pmetternich@pica.army.mil

For all Marine Corp items (M720A1, M888, M821A2 and M889A1):

Marine Corps Liaison Officer  
HQ, JMC (ATTN: MCLNO-LMA)  
Rock Island, IL 61299-7080

Commanding General  
MARCORSYSCOM  
ATTN: 204 PM-AMMO  
2200 Lester Street  
Quantico, VA 22134

(End of clause)

(HS6025)

H-10	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2005) - ALTERNATE I	APR/2005
	DFARS		

Delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(HA7002)

H-11	52.223-4556	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING	JUN/1999
	LOCAL	CONTRACT COMPLETION OR TERMINATION	

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility, and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

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**Name of Offeror or Contractor:**

H-12

52.242-4591

CONTRACTOR PERFORMANCE INFORMATION

DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-13

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

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<b>Name of Offeror or Contractor:</b>		

52.210-1000 Demilitarization Clause. (MAR 1963)

(a) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies, and assemblies to the extent indicated below) of the type covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled, or produced on the basis of or with the aid of drawings, specifications, facilities, equipment or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility or reconditioning such property to make it saleable as implements of war:

Demil IAW DODD 4160.21-m-1 Appendix 4, Item 3 Ammunition, Military Explosives, Solid & Liquid Propellants and Incendiary Agents (Category III, IV and V \f1 Munitions List), section (1),(3).

- (b) The contractor agrees that no items demilitarized, as stated above, will be disposed of by the contractor other than as scrap.
- (c) Upon completion of production under this contract, the contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- (d) The contractor further agrees that it will include the aforesaid provision in any subcontracts for the aforesaid items.

\*\*\* END OF NARRATIVE H 0001 \*\*\*

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-40	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-16	PROGRESS PAYMENTS	APR/2003
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-48	52.232-25	PROMPT PAYMENT	OCT/2003
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-59	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-60	52.246-24	LIMITATION OF LIABILITY- - HIGH-VALUE ITEMS	FEB/1997
I-61	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I	APR/1984
I-62	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-63	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-64	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-65	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-66	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-67	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-70	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-71	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-72	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-74	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-75	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-76	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-77	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-78	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-79	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-80	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-81	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-82	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-83	252.225-7013 DFARS	DUTY-FREE ENTRY	JUN/2006
I-84	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	JUN/2005
I-85	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE I	APR/2003
I-86	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-87	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-88	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-89	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-90	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-91	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-92	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994

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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-93	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-94	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996

I-95	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING	SEP/1989
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(a) The Contractor shall deliver \*\_unit(s) of Lot/Item \* within \*\* calendar days from the date of this contract to the Government at (site to be determined) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within \_\_30\_\_ calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF8003)

I-96	52.248-1	VALUE ENGINEERING	FEB/2000
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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-97	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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(a) This solicitation includes an evaluated option (See Section M).

(b) The Government reserves the right to increase the items listed below by a quantity of up to and including but not exceeding the maximum amounts for FY07 through FY10 as an evaluated option. First article test pricing as well as option pricing, using the price offered for the most probable quantity, will be evaluated for each fiscal year.

(c) If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for each applicable item(s) 0002 through 0006 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the most probable option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option: See Section A, page 2, number 6.

Name of Offeror or Contractor:

(e) Delivery of the items added by exercise of this option shall be as follows:

First article sample is required to be delivered 12 months after award of option.  
Production quantity is required to be delivered 15 months after award of option.

The first article sample may be waived if continuous production of the same item exists. In this case,  
Production quantity is required to be delivered 9 months after award of option.

Contractor must be able to produce each cartridge concurrently at a rate of 12,000 each per month.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

(g) Offered Unit Prices for the Option Quantities are:

Evaluated Option  
(F.O.B. Origin)

	<u>Unit Price</u>
60mm M768 -	
FY07 Option	\$_____ First Article Test
	\$_____ 1 - 10,000 each
	\$_____ 10,001 - 20,000 each - Most Probable Quantity
FY08 Option	\$_____ First Article Test
	\$_____ 1 - 15,000 each
	\$_____ 15,001 - 25,000 each - Most Probable Quantity
FY09 Option	\$_____ First Article Test
	\$_____ 1 - 15,000 each
	\$_____ 15,001 - 40,000 each - Most Probable Quantity
FY10 Option	\$_____ First Article Test
	\$_____ 1 - 10,000 each
	\$_____ 10,001 - 40,000 each - Most Probable Quantity
81mm M821A2 -	
FY07 Option	\$_____ First Article Test
	\$_____ 1 - 25,000 each
	\$_____ 25,001 - 50,000 each
	\$_____ 50,001 - 75,000 each - Most Probable Quantity
FY08 Option	\$_____ First Article Test
	\$_____ 1 - 25,000 each
	\$_____ 25,001 - 50,000 each - Most Probable Quantity

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FY09 Option	\$_____ First Article Test \$_____ 1 - 25,000 each \$_____ 25,001 - 50,000 each \$_____ 50,001 - 75,000 each \$_____ 75,001 - 100,000 each - Most Probable Quantity
FY10 Option	\$_____ First Article Test \$_____ 1 - 25,000 each \$_____ 25,001 - 50,000 each \$_____ 50,001 - 75,000 each \$_____ 75,001 - 100,000 each \$_____ 100,001 - 125,000 each - Most Probable Quantity
60mm M888 -	
FY07 Option	\$_____ First Article Test \$_____ 1 - 50,000 each \$_____ 50,001 - 100,000 each \$_____ 100,001 - 150,000 each \$_____ 150,001 - 200,000 each \$_____ 200,001 - 250,000 each - Most Probable Quantity
FY08 Option	\$_____ First Article Test \$_____ 1 - 50,000 each \$_____ 50,001 - 100,000 each \$_____ 100,001 - 150,000 each - Most Probable Quantity
FY09 Option	\$_____ First Article Test \$_____ 1 - 50,000 each \$_____ 50,001 - 100,000 each \$_____ 100,001 - 150,000 each - Most Probable Quantity
FY10 Option	\$_____ First Article Test \$_____ 1 - 50,000 each \$_____ 50,001 - 100,000 each \$_____ 100,001 - 150,000 each - Most Probable Quantity





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	\$_____ 20,001 - 50,000 each
	\$_____ 50,001 - 80,000 each - Most Probable Quantity
FY10 Option	\$_____ First Article Test
	\$_____ 1 - 20,000 each
	\$_____ 20,001 - 50,000 each
	\$_____ 50,001 - 80,000 each - Most Probable Quantity
60mm M720A1 -	
FY07 Option	NO REQUIREMENT
FY08 Option	\$_____ First Article Test
	\$_____ 1 - 20,000 each
	\$_____ 20,001 - 40,000 each - Most Probable Quantity
FY09 Option	\$_____ First Article Test
	\$_____ 1 - 10,000 each
	\$_____ 10,001 - 30,000 each
	\$_____ 30,001 - 50,000 each - Most Probable Quantity
FY10 Option	\$_____ First Article Test
	\$_____ 1 - 10,000 each
	\$_____ 10,001 - 55,000 each - Most Probable Quantity
60mm M888 Renovation -	
FY07 Option	\$_____ 1 - 30,000 each
	\$_____ 30,001 - 60,000 - Most Probable Quantity
FY08 Option	\$_____ 1 - 30,000 each
FY09 Option	\$_____ 1 - 30,000 each
FY10 Option	\$_____ 1 - 30,000 each

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

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(IF6080)

I-98                    52.217-7                    OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM                    MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within (see clause IF6080). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

(IF6086)

I-99                    52.223-3                    HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                    JAN/1997

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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL  
(If none, insert "None")                    IDENTIFICATION NO.

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(End of clause)

(IF6350)

I-100                    52.243-7                    NOTIFICATION OF CHANGES                    APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-101      52.246-17      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE      JUN/2003

THIS CLAUSE IS APPLICABLE TO MARINE CORP ITEMS ONLY. CURRENTLY THIS APPLIES TO CLINS 0003 AND 0004, HOWEVER IN THE EVENT OF AWARD OF OPTION QUANTITIES, THIS CLAUSE WILL ALSO APPLY TO THE REQUIREMENTS/QUANTITIES OF THE M720A1, THE M821A2 AND THE M888 RENOVATION.

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(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition

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of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance.

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(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of defects.

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(End of clause)

(IF6070)

I-102                      252.223-7007                      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES                      SEP/1999  
DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
60mm M768 HE Cartridge	NSN: 1310-01-487-1944	SG1
81mm M821A2 HE Cartridge	NSN: 1315-01-418-4361	SG1
60mm M888 HE Cartridge	NSN: 1310-01-149-3185	SG1
81mm M889A1 HE Cartridge	NSN: 1315-01-353-7619	SG1
60mm M720A1 HE Cartridge	NSN: 1310-01-418-4362	SG1

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-103                      52.209-3                      FIRST ARTICLE APPROVAL - CONTRACTOR TESTING                      SEP/1989

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \*

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marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF7018)

I-104                      52.209-3                      FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 1989) - ALTERNATE I                      JAN/1997

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(IF7019)

I-105                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      FEB/2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

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I-106 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-107 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005  
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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(End of clause)

(IA7015)

I-108                      252.216-7000                      ECONOMIC PRICE ADJUSTMENT-BASIC STEEL, ALUMINUM, BRASS, BRONZE, OR                      JUL/1997  
                                  LOCAL                                      COPPER MILL PRODUCTS

(a) Definitions. As used in this clause:

Established price means a price which is an established catalog or market price for a commercial item sold in substantial quantities to the general public.

Unit price excludes any part of the price which reflects requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor warrants that the unit price stated for (Identify the item) is not in excess of the Contractor's established price in effect on the date set for opening of bids (or the contract date if this is a negotiated contract) for like quantities of the same item. This price is the net price after applying any applicable standard trade discounts offered by the Contractor from its catalog, list, or schedule price.

(c) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any established price.

(1) Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased.

(2) This decrease shall apply to items delivered on or after the effective date of the decrease in the Contractor's established price.

(3) This contract shall be modified accordingly.

(d) If the Contractor's established price is increased after the date set for opening of bids (or the contract date if this is a negotiated contract), upon the Contractor's written request to the Contracting Officer, the corresponding contract unit price shall be increased by the same percentage that the established price is increased, and this contract shall be modified accordingly, provided

(1) The aggregate of the increases in any contract unit price under this contract shall not exceed 10 percent of the original contract unit price;

(2) The increased contract unit price shall be effective on the effective date of the increase in the applicable established price if the Contractor's written request is received by the Contracting Officer within ten days of the change. If it is not, the effective date of the increased unit price shall be the date of receipt of the request by the Contracting Officer; and

(3) The increased contract unit price shall not apply to quantities scheduled for delivery before the effective date of the increased contract unit price unless the Contractor's failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause of this contract.

(4) The Contracting Officer shall not execute a modification incorporating an increase in a contract unit price under this clause until the increase is verified.

(e) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any portion of the contract affected by the requested increase and not delivered at the time of such cancellation, except as follows

(1) The Contractor may, after that time, deliver any items that were completed or in the process of manufacture at the time of receipt of the cancellation notice, provided the Contractor notifies the Contracting Officer of such items within 10 days after the Contractor receives the cancellation notice.

(2) The Government shall pay for those items at the contract unit price increased to the extent provided by paragraph (d) of this clause.



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(3) Any standard steel supply item shall be deemed to be in the process of manufacture when the steel for that item is in the state of processing after the beginning of the furnace melt.

(f) Pending any cancellation of this contract under paragraph (e) of this clause, or if there is no cancellation, the Contractor shall continue deliveries according to the delivery schedule of the contract. The Contractor shall be paid for those deliveries at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(End of clause)

(IA7750)

I-109	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

\*\*\*

(End of clause)

(IA7035)

I-110	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-111	252.219-7012	DOD MENTOR-PROTEGE PROGRAM	NOV/2005
		a. This clause does not apply to small business concerns.	

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost

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reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-112	52.229-4562	CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)	MAY/1992
	LOCAL		

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST (CDRL) A001 - A015		015	
Attachment 001	GOVERNMENT FURNISHED MATERIAL		001	
Attachment 002	INSTRUCTION FOR CDRL		001	
Attachment 003	GUIDANCE ON CDRL		002	
Attachment 004	ADDRESSES		001	
Attachment 005	ADDRESS CODE DISTRIBUTION		001	
Attachment 006	DD FORM 2356 HAZARDOUS MATERIAL WARNING LABEL		001	
Attachment 007	STATEMENT OF WORK - GFM ACCOUNTABILITY		001	
Attachment 008	FORM 715-3 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		003	
Attachment 009	FORM 715-4 LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE		002	
Attachment 010	SF LLL DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 011	DATA DELIVERY DESCRIPTIONS - ECP		009	
Attachment 012	DATA DELIVERY DESCRIPTIONS - NOR		002	
Attachment 013	DATA DELIVERY DESCRIPTIONS - RFD		004	
Attachment 014	DEFINITIONS		002	
Attachment 015	ECP R06Q2040			
Attachment 016	ECP R06J2017			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.			
(2) The small business size standard is 1500 employees.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[ ] (i) Paragraph (c) applies.			
[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

(KF6006)

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K-3                      52.230-1                      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the

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monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

(End of provision)

(KF7190)

K-4                      52.230-7                      PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES                      APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes

☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(KF7192)

K-5                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or

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subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS (JAN 2004) - ALTERNATE I	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Army Sustainment Command  
ATTN: AMSAS-ACA-R / Norm Brown  
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)



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L-12                      252.217-7026                      IDENTIFICATION OF SOURCES OF SUPPLY                      NOV/1995  
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Item	National Stock No.	Commercial Item (Y or N)	Sources of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.  
(2) If there is no national stock number, list none.  
(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.  
(4) For items of supply, list all sources. For technical data, list the source.  
(5) For items of supply, list each source's part number for the item.  
(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-13                      52.211-4510                      PARTNERING                      AUG/2001  
AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.  
\~

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.  
\~

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.  
\~

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.  
\~

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be -1- (include names, positions, and roles in contract administration).  
\~

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(End of provision)

(LM6100)

L-14      52.252-5      AUTHORIZED DEVIATIONS IN PROVISIONS      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-15      AMC      AMC-LEVEL PROTEST PROGRAM      MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-16      52.209-4576      WAIVER OF FIRST ARTICLE APPROVAL      SEP/1995  
LOCAL

In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

Dates \_\_\_\_\_

(End of provision)

(LS7009)

L-17      52.212-4501      ELECTRONIC AWARD NOTICE      APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

\~

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they

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**Name of Offeror or Contractor:**

receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, the Commerce Business Daily, and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI or the Commerce Business Daily to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulation.

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Vendors Electronic Mail Address: \_\_\_\_\_

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(End of provision)

(LS7100)

L-18	52.214-4584	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS	NOV/2005
	LOCAL		

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-19	52.215-4578	COST DATA BREAKDOWN	OCT/1997
	LOCAL		

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

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**Name of Offeror or Contractor:**

L-20                      52.215-4583                      DISCLOSURE OF UNIT PRICES                      FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-21                      52.222-1100                      10 U.S.C. 4543 PILOT PROGRAM                      FEB/2003  
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMCMC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Watervliet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-22                      52.230-4577                      DISCLOSURE STATEMENT FORM                      SEP/1995  
LOCAL

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

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**Name of Offeror or Contractor:**

(End of provision)

(LS7011)

L-23      52.247-4574      F.O.B. POINT (RFPs)

SEP/1995

LOCAL

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

APPENDIX I - SECTION L

INFORMATION TO BE SUBMITTED

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical Plan, Past Performance, Management Plan, Price, and Small Business Utilization.

A. Submission of Proposals:

1. The proposal shall consist of the following:

- a. The Solicitation (Original + 2 executed and completed copies)
- b. Technical Plan (Total 7 copies)
- c. Past Performance Plan (Total 3 copies)
- d. Management Plan (Total 7 copies)
- e. Small Business Utilization Plan (Total 2 copies)

Note: All offerors (small, large or foreign) are required to submit a Small Business Utilization Plan

- f. CD-ROM (See no. 2 below, 1 copy)

2. The Technical Plan, Past Performance, Management Plan and SB Utilization Plan shall be compiled using the Microsoft Office for Windows suite of applications, submitted on one (1) CD-ROM (which may be reproduced), and formatted for an IBM PC compatible computer. Files may be provided in PDF format.

3. The complete proposal package to include all copies of the Technical, Past Performance, Management and Small Business Utilization volumes, one (1) CD-ROM (reproducible) and executed copies of this solicitation shall be forwarded to the following address:

U.S. Army Sustainment Command  
ATTN: AMSAS-ACA-R / Donna Ponce  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

B. Preparation Instruction of Technical Plan, Past Performance, Management Plan and Small Business Volumes:

1. Format: The offerors Technical Plan, Past Performance, Management Plan and Small Business Volumes shall be submitted in severable parts.

- Volume I - Technical Plan
- Volume II - Past Performance
- Volume III - Management Plan
- Volume IV - Price
- Volume V - Small Business Utilization Plan

2. Each volume shall be consistent with complete submission. Offerors are cautioned that incorporation by reference is not allowed. Page size shall not exceed 8.5 x 11 inches, and foldout pages may be used.

C. Information to be Submitted: Offerors shall provide information for each Factor and Sub-Factor in the format and

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**Name of Offeror or Contractor:**

sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the elements listed below:

		Maximum Pages
1. Technical Factor		
Subfactor A Explosive Loading Process Methodology		50
Subfactor B Prevention and Elimination of Critical Characteristics		50
Subfactor C PAX-21 Explosive Manufacturing Process Technology		50
Subfactor D Facilities and Capital Equipment		25
Subfactor E Quality System Plan		25
Subfactor F Manufacturing Approach		25
2. Past Performance Factor		
Subfactor A On-Time Delivery		Unlimited
Subfactor B Quality		Unlimited
3. Management Plan Factor		
Subfactor A Program Management Plan		25
Subfactor B Program Integrated Product Team (IPT) Structure		25
Subfactor C Configuration Management Plan		25
4. Price in U.S. Dollars		
5. Small Business Utilization Plan		Unlimited

Length: Each part shall be as brief as possible, consistent with complete submission and shall not exceed the maximum number of pages listed above. \*The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation for any Volume will be returned to the offeror and will not be evaluated. Annexes, documentation and attachments that are submitted by the offeror, which are not required as part of the RFP, will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: volume title pages, table of contents pages, cross-referencing pages, acronym lists and page dividers (used to separate proposal sections). Pages should not exceed 8.5 in width x 11 in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall be less than 10 pitch.

Deviation from requested format: The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manners in which the proposal was requested and the manner in which it is actually submitted.

**D. Basis for Award:**

1. A best value, firm fixed price contract is contemplated for award. The award will consist of a base year plus option provisions for FY07 FY10. This requirement is restricted to the National Technology and Industrial Base (NTIB - U.S. and Canada).

2. Award will be made to the offeror whose Technical Plan; Recent, Relevant record of Past Performance; Management Plan; Price and Small Business Utilization provides the best value to the Government, considering the evaluation criteria stated herein. Recent is defined as occurring within the past five (5) years prior to the solicitation's closing date for the purpose of identifying the period for which past performance information must be provided to the Government. However, the Government may evaluate any performance in the period subsequent from the closing date but prior to date of award. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. The Government reserves the right to determine whether an item is the same or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractor for major components or services.

3. Information to be submitted. Offerors shall provide information for each Factor and Subfactor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offerors. The index of the proposal shall contain the appropriate volumes/titles/numbers at the beginning of the discussion test. All information specific to each factor will be confined to that part.

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**Name of Offeror or Contractor:**

a. Volume I Technical (Factor) to include the following six subfactors:

Subfactor A Explosive Loading Process Methodology

The offeror shall describe, in detail, the Comp-B/PAX-21 process methodology necessary to achieve the RFP quality requirements of the 81mm/60mm HE Body Loading Assemblies.

The offeror shall describe, in detail, the critical process elements, integration of these elements, and control of these elements to achieve the required explosive cast characteristics.

The offeror shall describe, in detail, how the process will be adjusted to address material variability.

Subfactor B Prevention and Elimination of Critical Characteristics

Describe how the proposed LAP process ensures life cycle product safety. Discuss each critical item/characteristics and provide details on how the production process will eliminate them.

The offeror shall describe in detail how each of these critical characteristics excluding explosive loading will be inspected throughout the production process.

The offeror shall describe the failure analysis and corrective action plan used to address those critical defects found during the production process.

The offeror shall describe the proposed state-of-the-art inspection systems and their related procedures used to examine explosive loading characteristics including data and analyses that demonstrate the process is capable of detecting all explosive loading defects including but not limited to type of equipment, operator certifications, system qualification and verification, etc.

Subfactor C PAX-21 Explosive Manufacturing Process Methodology

The offeror shall describe, in detail, the critical process elements required for manufacture of PAX-21 that are necessary to successfully meet RFP requirements.

The offeror shall describe all equipment (inclusive of characteristics and capabilities) that will be utilized to manufacture PAX-21 in order to meet RFP requirements. Since PAX-21 is highly corrosive to carbon steel, offerors are encouraged to clearly outline how specialized equipment will eliminate any possible chemical reaction between the equipment and PAX-21 materials during the manufacturing process.

The offeror shall describe the methods used to control the PAX-21 manufacturing process inclusive of any areas of technical risk or uncertainty and approaches for resolution.

Subfactor D Facilities and Capital Equipment

The offeror shall describe the facilities intended to be used for storage of government furnished material and vendor materials; high explosive loading; assemble/pack; and interim cartridge storage, including specifics such as proposed production and support areas, explosive storage limits, storage capability, environmental controls, security, etc.

The offeror shall describe in detail the production equipment, material handling equipment, and identification equipment (type, line layout, capabilities and efficiencies) proposed to meet the RFP requirements excluding explosive loading line layout and equipment.

The offeror shall describe in detail the pre-process, in-process, and post-process equipment that will be used for explosive loading of Composition B/PAX-21 into the 81mm/60mm HE Shell Body and its capability to perform all requirements of the RFP.

Subfactor E Quality System Plan

The offeror shall describe as part of its Quality System Plan its quality system compliance(s)/certification(s) that will be utilized to meet the RFP requirements.

The offeror shall provide as part of its Quality System Plan the proposed inspection process that describes and details incoming, in-process, and final inspection for all products/components per RFP requirements.

The offeror shall provide as part of its Quality System Plan the proposed process for addressing accountability and traceability of all contract hardware/material, including manufactured, subcontracted, government furnished and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-05-R-0235 <b>MOD/AMD</b>	<b>Page 88 of 99</b>
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nonconforming from receipt through final delivery/disposal.

The offeror shall describe as part of its Quality System Plan and proposed tools and techniques used to maintain quality of products required in this RFP.

Subfactor F Manufacturing Approach

The offeror shall describe in detail the steps required to manufacture, assemble, mark, pack and palletize the cartridges required in this RFP excluding explosive loading.

The offeror shall describe the proposed manufacturing approach excluding explosive loading that will minimize loss of materials and maximize line efficiencies.

b. Volume II Past Performance (Factor) to include the following 2 subfactors:

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 5 years prior to the solicitation closing date up until date of award, or 2) awarded more than five years prior to closing date, but for which deliveries occurred or were scheduled to occur within the five year period prior to the closing date of this solicitation. The offeror must submit any contracts; government, commercial, FMS that meet the criteria of the definition for recent. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity  
Contract Number  
Contract Type (fixed price, cost reimbursable, etc.)  
Total Contract Value  
Description of work or NSN, part number and how it is relevant  
Contracting Officer / Contract Manager, current phone number and current email address  
Administrative Contracting Officer, current phone number and current email address  
A brief summary of each contract cite, addressing on time deliveries and quality subfactors

Subfactor A On-Time Delivery

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be-made, and deliveries rescheduled-to-be-made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule, the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

Subfactor B Quality

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Request for Waiver (RFWs), Request for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

c. Volume III Management Plan (Factor) to include the following three subfactors:

Subfactor A Program Management

The offeror shall provide work breakdown structured program plan with emphasis on the program schedule that includes timelines, proposed critical path, and contingencies as well as an understanding of required overall program events for manufacture, load, assemble, mark, pack and palletization of the cartridges as per this RFP.

Subfactor B Program Integrated Product Team (IPT) Structure



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The offeror shall describe the proposed program integrated product team structure and individual roles and responsibilities including sub-contractor roles and responsibilities.

The offeror shall describe the proposed plan to select and manage sub-contractors.

The offeror shall describe the proposed plan of how they will partner with the government thru an integrated product team.

Subfactor C Configuration Management Plan

The offeror shall describe the configuration management plan detailing the proposed process for developing, implementing, and presenting engineering changes and deviations to all stakeholders.

d. Volume IV Price

Prices proposed in Section B of the load/assemble/pack of 60mm/81mm High Explosive Mortar Cartridges will be evaluated in accordance with all price related factors specified in the RFP and could be considered during any trade-off analysis. If applicable, a transportation evaluation factor will be added to each respective bid if F.O.B. Origin prices are requested. Prices will be requested for the base year plus four additional option years, including prices for First Article. The contractor offering the lowest evaluated price for the total of the base year plus additional option years, with addition of the factors mentioned above will be considered as the low offeror as far as price is considered.

e. Volume V Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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TOTAL SB \$

LARGE BUSINESS	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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EST. TOTAL CONTRACT \$

EST. TOTAL

SUBCONTRACTING \$

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

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<b>Name of Offeror or Contractor:</b>		

- (c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:
- (i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small Business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.
- (ii) Large Business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.
- (iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.
- (iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

Contractors should consider the SPC requirements per SOW C.4.3.10 as well as any additional SPC when responding to this RFP.

\*\*\* END OF NARRATIVE L 0002 \*\*\*

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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.209-4585 LOCAL	COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)	SEP/1995

(a) Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid, if any, for such CLIN from the total amount bid for all CLINs.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(c) The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is (see below).

	<u>M768</u>	<u>M821A2</u>	<u>M888</u>	<u>M889A1</u>	<u>M889A2</u>	<u>M720A1</u>
FY06	\$52,022	\$48,096	\$49,228	\$48,096	\$48,096	\$52,022
FY07	\$54,587	\$48,096	\$51,655	\$50,468	\$50,486	\$54,587
FY08	\$55,732	\$51,525	\$52,738	\$51,526	\$51,526	\$55,732
FY09	\$56,902	\$52,607	\$53,846	\$52,608	\$52,608	\$56,902
FY10	\$58,099	\$53,714	\$54,978	\$53,714	\$53,714	\$58,099

(End of provision)

(MS6030)

M-4	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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The following are the evaluation factors for award:

Evaluation of Offers

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

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**Name of Offeror or Contractor:**

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical, Past Performance, Management, and Small Business. For Technical an adjectival rating of Excellent, Acceptable, Marginal, and Poor as well as a risk rating of Low, Moderate or High will be assigned. For Past Performance ratings of Excellent/Low Risk, Adequate/Moderate Risk, Unacceptable/High Risk, or Neutral will be assigned. For Management an adjectival rating of Excellent, Acceptable, Marginal, and Poor as well as a risk rating of Low, Moderate or High will be assigned. For Small Business the ratings of Excellent, Good, Adequate, or Marginal will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Technical is the most important factor. It is slightly more important than Past Performance, which is slightly more important than Management, which is slightly more important than Price, which is significantly more important than Small Business Utilization. All non-price factors when combined are significantly more important than price.

Offerors will be evaluated as follows:

Technical (Factor):

Within the Technical Factor, Subfactor A, B, C, and D are of equal importance and are each slightly more important than Subfactor E which is slightly more important than Subfactor F.

Subfactor A Explosive Loading Process Methodology

The government will evaluate the offerors overall Comp-B/PAX-21 process methodology that is proposed to achieve the RFP quality requirements of the 81mm/60mm HE Body Loading Assemblies.

The government will evaluate the offerors understanding of the critical process elements, integration of these elements, and control of these elements to achieve the required explosive cast characteristics.

The government will evaluate how the offeror will adjust the process to address material variability.

Subfactor B Prevention and Elimination of Critical Characteristics

The government will evaluate the offerors understanding of each critical characteristic which could result in hazardous or unsafe conditions for individuals using and/or maintaining the product, as well as the details of how the production process will prevent and eliminate such characteristics.

The government will evaluate the offerors detailed description of how each critical characteristic excluding explosive loading critical characteristics will be inspected throughout the production process.

The government will evaluate the failure analysis and corrective action plan to address critical defects that are found during the production process.

The government will evaluate the offerors proposed state-of-the-art inspection systems and related procedures (i.e., type of equipment, operator certifications, system qualification and verification) to examine explosive loading characteristics, data and analyses, that demonstrate that the process is capable of detecting all explosive loading defects.

Subfactor C PAX-21 Explosive Manufacturing Process Methodology

The Government will evaluate all critical process elements required to manufacture PAX 21 to meet all the requirements of the RFP from raw material preparation to final product confirmation.

The Government will evaluate the characteristics of the equipment proposed to be used for manufacture of PAX 21 in accordance with the RFP.

The Government will evaluate the proposed method of controlling the manufacturing process.

Subfactor D Facilities and Capital Equipment

The government will evaluate offerors facilities for storage of government furnished material and vendor materials; high explosive loading; assemble/pack; and interim cartridge storage, including specifics such as proposed production and support areas, explosive storage limits, storage capability, environmental controls, and security measures.

The government will evaluate the offerors detailed description of overall line layout of production equipment, material handling equipment, and identification equipment (i.e. type, line layout, capabilities and efficiencies) proposed to meet the RFP requirements

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excluding explosive loading line layout and equipment.

The government will evaluate the offerors description of the equipment that will be used for explosive loading of Composition B/PAX 21 into the 60mm/81mm HE Shell Body; this includes pre-process, in-process and post-process equipment and its capability to perform all the requirements of the RFP.

Subfactor E Quality System Plan

The government will evaluate quality system compliance/ certifications utilized to meet the RFP requirements.

The government will evaluate the offerors description of the proposed inspection plan used to identify and manage non-conforming material for all products/components per RFP requirements.

The government will evaluate the offerors plan to address accountability and traceability of all contract hardware/material from receipt through final delivery/disposal.

The government will evaluate the offerors plan including proposed tools and techniques used to maintain and improve the quality of the product through final delivery.

Subfactor F - Manufacturing Approach (excluding explosive manufacture and explosive loading)

The government will evaluate the offerors understanding of the steps required excluding explosive loading for the manufacturing, assembling, marking, packaging, and palletization of the cartridges required in this RFP.

The government will evaluate the proposed manufacturing approach excluding explosive loading to minimize loss of materials and maximize line efficiencies.

Past Performance (Factor):

The sub-factors of On-Time Delivery and Quality within Past Performance are of equal importance.

The Government shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance. The overall rating will be based on a composite rating of the following sub-factors:

Subfactor - On-Time Delivery:

The offeror will be evaluated as to his and his subcontractors or partners ability to meet the required delivery schedule based on recent, relevant performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

Subfactor - Quality:

The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Is there proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies?
- What is the number and nature of RFWs and RFDs? Are they caused by the contractors, subcontractors or partners lack of process control?
- What is the number and nature of QDRs that were caused by the contractor, subcontractor or partner?
- Does the offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems provide the following: root cause analysis of deficiency; corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance?
- Has the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database?

Management (Factor):

Within the Management Factor, Subfactor A - Program Management Subfactor is slightly more important than Subfactor B - Program Integrated Product Team (IPT) Structure which is slightly more important than Subfactor C -Configuration Management Plan.

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Subfactor A - Program Management

The Government will evaluate the offerors overall program plan with emphasis on the program schedule that includes timelines, proposed critical path, and contingencies as well as an understanding of required overall program events for manufacture, load, assemble, mark, pack, and palletization of cartridges per this RFP.

Subfactor B - Program Integrated Product Team (IPT) Structure

The government will evaluate the adequacy of the offerors program IPT structure as well as the offeror's plan of how partnering with the government will occur through the IPT.

Subfactor C Configuration Management Plan

The government will evaluate the offerors configuration management system used to control, maintain and update the product baseline, including frequency and dissemination of updates to all involved parties.

Price (Factor):

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the SSA. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be adjectivaly scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.

(3) The Government will evaluate offers for award purposes by adding together the total prices proposed for the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement in Section B as well as the pricing additives mentioned below, in order to determine the best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled "Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions.

Small Business Utilization (Factor)

The government will evaluate the offerors plan for encouraging SB participation in this procurement in the following areas:

- (1) The total number of SB concerns that an offeror has identified and plans on using in this procurement.
- (2) For each of he applicable NAICS (SIC) Industry subsectors applicable to this solicitation, the extent to which targets, in terms of both dollar value, and as a percentage of the total contract value, have been identified for each SB concern identified for usage in this procurement; and the combined totals, in terms of both dollar value and as a percentage of the total contract, that the offeror proposes in the SB participation in this procurement.
- (3) The extent, and quality of, rationale that offerors provide to support both their identification of SB concerns for usage in this procurement and the monetary targets that they propose.
- (4) The extent to which offerors document a commitment for SB participation in this procurement through means that have some degree as enforceability.

A small business utilization adjectival standard will be used to evaluate the offerors commitment to the use of Small Businesses. Offerors will receive an adjectival scale of excellent, good, adequate or marginal.

Rating Criteria

Summaries will be documented at the factor level including the appropriate adjectival rating and risk rating and will highlight the offerors strengths, weaknesses, significant weaknesses and deficiencies. These are defined below.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

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Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Technical - including the sub-factors of 1) Explosive Loading Process Methodology, 2) Prevention and Elimination of Critical Characteristics, 3) PAX-21 Explosive Manufacturing Process Methodology, 4) Facilities and Capital Equipment, 5) Quality System Plan and 6) Manufacturing Approach will receive an adjectival rating of Excellent, Acceptable, Marginal, or Poor and also a risk rating of Low, Moderate or High.

Adjectival Ratings:

Excellent - Proposal demonstrates excellent understanding of requirements and the proposed approach significantly exceeds performance or capability standards. Have exceptional strengths that will significantly benefit the Government and possess no significant weaknesses.

Acceptable Proposal demonstrates good understanding of the requirements and proposed approach that meets performance or capability standards. Has some strengths that will benefit the Government and any significant weaknesses are readily correctable.

Marginal Proposal does not demonstrate a sufficient understanding of requirements and proposed approach only marginally meets performance or capability standards necessary for minimal but acceptable contract performance; however, significant weaknesses are correctable.

Poor Proposal fails to demonstrate an understanding of requirements and proposed approach does not meet performance or capability standards. Requirements can only be met with major changes to the proposal.

Risk Ratings:

Low The offerors proposal demonstrates little potential to cause disruption of schedule increase cost, or performance. Normal contractor effort and normal government monitoring will probably be able to overcome difficulties.

Moderate Can potentially cause some disruption of schedule, increase price/cost, or degradation of performance. However, special contractor effort and close Government monitoring will probably be able to overcome difficulties.

High Likely to cause serious disruption of schedule, increase cost or degradation of performance, even with special contractor emphasis and close Government monitoring.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes.

Past Performance - including the sub-factors of On-Time Delivery and Quality, will each be rated as Excellent, Adequate, Unacceptable, or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

1) On -Time Delivery

Excellent/Low Performance Risk: Based on past performance, essentially very little doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

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Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

2) Quality

Excellent/Low Performance Risk: Virtually no doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is very little doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Unacceptable/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

Management - to include the subfactors of 1) Program Management Plan Subfactor, 2) Program Integrated Product Team (IPT) Structure and 3) Configuration Management Plan will receive an adjectival rating of Excellent, Acceptable, Marginal, or Poor and also a risk rating of Low, Moderate or High.

Adjectival Ratings:

Excellent - Proposal demonstrates excellent understanding of requirements and the proposed approach significantly exceeds performance or capability standards. Have exceptional strengths that will significantly benefit the Government and possess no significant weaknesses.

Acceptable Proposal demonstrates good understanding of the requirements and proposed approach that meets performance or capability standards. Has some strengths that will benefit the Government and any significant weaknesses are readily correctable.

Marginal Proposal does not demonstrate a sufficient understanding of requirements and proposed approach only marginally meets performance or capability standards necessary for minimal but acceptable contract performance; however, significant weaknesses are correctable.

Poor Proposal fails to demonstrate an understanding of requirements and proposed approach does not meet performance or capability standards. Requirements can only be met with major changes to the proposal.

Risk Ratings:

Low The offerors proposal demonstrates little potential to cause disruption of schedule increase cost, or performance. Normal contractor effort and normal government monitoring will probably be able to overcome difficulties.

Moderate Can potentially cause some disruption of schedule, increase price/cost, or degradation of performance. However, special contractor effort and close Government monitoring will probably be able to overcome difficulties.

High Likely to cause serious disruption of schedule, increase cost or degradation of performance, even with special contractor emphasis and close Government monitoring.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes.

Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:



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Small Business (SB)  
Small Disadvantaged Business (SDB)  
Women-Owned Small Business (WOSB)  
Veteran-Owned Small Business (VOSB)  
Service Disabled Veteran-Owned Small Business (SDVOSB)  
Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and  
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of provision)

(MS6001)

M-5      52.247-4588      TRANSPORTATION EVALUATION      JAN/1995  
LOCAL

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at thee date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

-1-

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Blue Grass Army Depot, Richmond KY will be used for evaluation purposes, if delivery destinations are unknown.

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(d) Evaluation will include the quantities and sources of government furnished material listed below.

See attachment 001, Government Furnished Material

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-6	52.209-4590	FIRST ARTICLE APPROVAL	SEP/1995
	LOCAL		

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of provision)

(MS7007)

M-7	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND	AUG/2005
	LOCAL	RESEARCH PROPERTY	

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

[ ] Offer is predicated on use of Government property in offerors possession.

[ ] Offer is predicated on use of Government property in of offerors proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:

Number and Date:

Cognizant Government Agency (including address):

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- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property f or use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.
- (d) To eliminate the competitive advantage resulting from the rent-free use of Government production and research property, an evaluation factor shall be added to each offer that is predicated on the use of the above detailed Government production and research property. For the purpose of calculating such an evaluation factor, the offeror shall compute the hours of use of such property in accordance with the definition of Rental time set forth in FAR 52.245-9 (a) (DEVIATION). The number of hours identified by the offeror is: hours\*.
- \*Attach separate sheet(s) if multiple entries are necessary to capture all property items. Note: The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the number of hours identified above. If the bidder/offeror fails to specify the number of hours in the blank provided, the delivery schedule will be utilized to determine the number of hours (based on 40 hours per week).
- (e) The Government shall compute the evaluation factor for the rent-free use of Government-owned production and research property in accordance with the formula contained in FAR 52.245-9 (DEVIATION).
- (f) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (g) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.
- (h) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors:
- (1) Evaluation factors applied to prime contractors offers will be the same for both proposed prime contractors and subcontractors use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)